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AMERICAN CREDIT ACCEPTANCE, LLC,
PAR, INC., and JILLIAN RAE LEE-BARKER
dba COEUR D'ALENE VALLEY RECOVERY SERVICES

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF WASHINGTON

SPOKANE DIVISION

HECTOR LOYOLA and LINDA LOYOLA,	}	Case No.: 2:19 CV-2
	}	
Plaintiffs,	}	[PROPOSED] ORDER
	}	GRANTING DEFENDANTS'
v.	}	MOTION TO:
	}	(1) COMPEL ARBITRATION
AMERICAN CREDIT ACCEPTANCE, LLC, PAR, INC., and JILLIAN RAE LEE- BARKER dba COEUR D'ALENE VALLEY RECOVERY SERVICES,	}	AND
	}	(2) DISMISS ALL CLAIMS
	}	
Defendants.	}	

INTRODUCTION

This matter came before the Court on Defendants' Motion to: (1) Compel Arbitration and (2) Dismiss All Claims. Defendants argue that the claims in the

1 Plaintiffs' Complaint are subject to an arbitration provision in the Retail Purchase
2 Agreement.
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4 FINDINGS AND LEGAL CONCLUSIONS

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6 Based on the evidence and written argument, the Court is satisfied that
7 Defendant American Credit Acceptance, LLC is the assignee of the arbitration
8 provision and is entitled to enforce it. And the Court is satisfied that the remaining
9 Defendants (PAR, Inc. and Jillian Rae Lee-Barker dba Coeur D'Alene Valley
10 Recovery Services) are entitled to enforce the arbitration agreement under the law
11 of agency and estoppel.
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15 If there were questions about the enforceability of the arbitration provision,
16 those questions must be submitted to the arbitrator. *See Henry Schein, Inc. v.*
17 *Archer & White Sales, Inc.*, 139 S. Ct. 524, 528 (2019).
18
19

20 CONCLUSION AND ORDER

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22 Having considered the relevant pleadings, declarations, and exhibits, and the
23 remainder of the record, the Court hereby ORDERS:
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- 25 1. All of Plaintiffs' claims are hereby dismissed with prejudice.
- 26 2. If Plaintiffs wish to pursue the claims that are dismissed, they are
27 compelled to pursue those claims in arbitration, under the provisions
28 in the Retail Purchase Agreement, rather than in Court.
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1 DATED this ____ day of February, 2019.

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4 HON. SALVADOR MENDOZA, JR.
5 UNITED STATES DISTRICT JUDGE
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11 Presented by:

12 WOLFF, HISLOP & CROCKETT, PLLC
13

14 By: /s Aaron D. Dunham

15 Aaron D. Dunham, WSBA No. 46405
16

17 Attorney for Defendants
18 American Credit Acceptance, LLC,
19 PAR, Inc., and
20 Jillian Rae Lee-Barker dba Coeur d'Alene Valley
21 Recovery Services
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CERTIFICATE OF SERVICE

I hereby certify that on February 15, 2019, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF System, which in turn automatically generated a Notice of Electronic Filing (NEF) to all parties in the case who are registered users of the CM/ECF system. The NEF for the foregoing specifically identifies recipients of electronic notice:

FOR PLAINTIFFS

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Signed and dated at Spokane Valley, Washington this 15th day of February, 2019.

WOLFF, HISLOP & CROCKETT, PLLC

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